

from the performance of their duties as Escrow Agents, provided, however, that the Escrow Agents shall not be indemnified or held harmless for their gross negligence or willful misconduct.

8. Duties of Escrow Agents. The duties and responsibilities of the Escrow Agents shall be limited to those expressly set forth in paragraph 3 herein.

9. Notices. All notices, requests, statements or other communications to be given hereunder to any party shall be in writing and shall be deemed to have been duly given if hand delivered or sent by registered mail, return receipt requested, to the parties as follows:

a. If to Peaches, to:

Fred and Anna Matthews  
9130 11th Avenue  
Jacksonville, Florida 32208

with a copy to:

David E. Honig, Esq.  
1800 N.W. 187th Street  
Miami, Florida 33056

b. If to NEF, to:

Lillian Holt  
2567 College Street  
Jacksonville, Florida 32204

with a copy to

James L. Winston, Esq.  
Rubin, Winston, Diercks, Harris & Cooke  
1730 M Street N.W.  
Washington, D.C. 20036.

c. If to the Escrow Agents, to:

David E. Honig, Esq.  
1800 N.W. 187th Street  
Miami, Florida 33056

and

James L. Winston, Esq.  
Rubin, Winston, Diercks, Harris & Cooke  
1730 M Street N.W.  
Washington, D.C. 20036.

10. Integration. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and may not be changed, amended, extended, terminated, waived or discharged except by an instrument in writing signed by the parties hereto.

11. Expenses. Each party shall bear its own expenses for the preparation of this Agreement and for the performance of its obligations hereunder.

12. Headings. The headings of the provisions of this Agreement have been included for convenience only and no such heading shall in any way alter the meaning of any such provision.

13. Severability. The provisions of this Agreement are severable, and if any provision or portion thereof is declared invalid or unenforceable, all remaining provisions shall remain unaffected and shall be legally binding and enforceable.


14. Binding Effect. Each party represents that it has full legal authority to enter into, to execute, and to perform its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, successors and assigns.

15. Governing Law. This Agreement shall be construed under the laws of Florida, subject, however, to all applicable rules and regulations of the FCC.

16. Counterparts and Facsimile Copies. This Agreement may be executed by the parties in counterparts with the same force and effect as if the signatures to all counterpart pages were made upon the same copy of this Agreement. Facsimile signatures of this Agreement shall be legally binding.

IN WITNESS WHEREOF, the parties have duly executed this  
Settlement Agreement on the date first written above.

PEACHES BROADCASTING, LTD.

  
By: Frederick Matthews  
President  
Peaches Productions  
Group, Inc.,  
General Partner

NORTHEAST FLORIDA BROADCASTING CORP.

\_\_\_\_\_  
By: Lillian Holt  
President

IN WITNESS WHEREOF, the parties have duly executed this  
Settlement Agreement on the date first written above.

PEACHES BROADCASTING, LTD.

\_\_\_\_\_  
By: Frederick Matthews  
President  
Peaches Productions  
Group, Inc.,  
General Partner

NORTHEAST FLORIDA BROADCASTING CORP.

  
\_\_\_\_\_  
By: Lillian Holt  
President

DECLARATION OF CONSIDERATION

I, Frederick Matthews, President of Peaches Productions Group, Inc., the General Partner of Peaches Broadcasting, Ltd. ("Peaches") hereby certify that neither I nor anyone else representing Peaches has paid or promised to pay money or other thing of value in connection with the proposed dismissal of the application of Northeast Florida Broadcasting Corp. ("NEF") (File No. BPH-891214NA) or the grant of Peaches' application (File No. BPH-891214MN), with the exception of the proposed reimbursement of \$50,000 of NEF's legitimate and prudent legal fees and expenses as set out in a declaration separately submitted by Lillian Holt.

There are no oral agreements between NEF and Peaches.

Peaches considers the foregoing Settlement Agreement to be in the public interest because the settlement proposed therein will avoid the need for additional costly and protracted litigation, will conserve the resources of the FCC, and will expedite the inauguration of the first FM radio service to be licensed to Baldwin, Florida.

Peaches did not file its application for a construction permit for Channel 289A in Baldwin, Florida for the purpose of reaching or carrying out this Settlement Agreement or any other settlement.

I declare under penalty of perjury under the laws of the United States of America that the foregoing statement is true and correct.

  
Frederick Matthews 27 Oct 89

### DECLARATION

I, Lillian Holt, hereby declare:

1. I am the president of Northeast Florida Broadcasting, Inc. ("Northeast"), an applicant for a construction permit for a new FM radio broadcast station to be licensed to Baldwin, Florida (FCC File No. BPH-891214NA).

2. I have read and signed a Settlement Agreement with Peaches Broadcasting, Ltd. ("Peaches"), which would result in the dismissal of Northeast's application for a construction permit and grant of the competing application submitted by Peaches, in exchange for a payment to Northeast of Fifty Thousand Dollars (\$50,000), upon the terms set out in the Settlement Agreement.

3. I hereby certify that this amount represents all the consideration to be paid to Northeast or any person or entity related to Northeast in connection with the settlement of this comparative proceeding. In addition, I hereby certify that the reasonable and necessary expenses incurred by Northeast in the preparation and prosecution of the application that is to be dismissed were in excess of the amount that is to be received pursuant to the terms of the Settlement Agreement.

4. I also certify that the Settlement Agreement between Peaches and Northeast is in the public interest, since approval of that agreement will eliminate the need for the conduct of a comparative hearing, will conserve the resources of the parties and the Commission, and will expedite the initiation of service to Baldwin, Florida.

5. I further certify that Northeast's application was filed in good faith with the intent of securing a construction permit and constructing and operating the station proposed by Northeast's application, and that it was not filed for the purpose of entering into or effectuating this Settlement Agreement.

I declare under penalty of perjury that the foregoing is true and correct.



Lillian Holt

Dated: October 31, 1991.

**Summary of Northeast  
Florida Broadcasting Expenses**

Northeast Florida Broadcasting Corp. hereby submits documentation of its following reasonable and prudent expenses actually incurred in the prosecution of its application:

FCC filing fee and hearing fee:	\$ 8,560
Legal	\$41,434
Engineering	\$ 5,173
Publication, travel, incorporation and other expenses	<u>\$ 1,157</u>
TOTAL:	\$56,324

These expenses exceed the amount to be received by Northeast.



5910

**NORTHEAST FLORIDA  
BROADCASTING CORPORATION**

101

Feb. 5, 1990

~~63-5~~  
~~630~~

PAY TO THE  
ORDER OF

Delaware Secretary of State

\$ 40.00

DOLLARS

**Florida National Bank**  
Main Office  
225 Water Street  
Jacksonville, FL 32201

101

01-0000157005

FOR 1989 FRANCHISE TAX REPORT

⑈000101⑈ ⑆063000050⑆01 00157005⑈ ⑈0000004000⑈

002190 0113 450050212 00000000221527030514

CREDIT TO  
ACCOUNT OF  
WITHIN  
NAMED PAYEE  
WITHOUT  
PREJUDICE  
CITIBANK  
NEW YORK

0530-0019-5

127580025 03-22-90

11

113135600

1200347132

317.15  
NORTHEAST FLORIDA  
BROADCASTING CORPORATION

104

April 9 19 90 ~~835~~

PAY TO THE  
ORDER OF

CLYDE E. GURLEY 7100251 2015 2038 91 \$ 1,341.23

Thirteen hundred forty one <sup>23</sup>/<sub>100</sub> DOLLARS

Florida National Bank  
Main Office  
225 Water Street  
Jacksonville, FL 32201

010000157005

FOR Payment. Telecomm. Engineer (12/89)

⑈000104⑈

⑆063000050⑆01

00157005⑈

⑈0000134123⑈

NORTHEAST FLORIDA  
BROADCASTING CORPORATION

106

April 9, 19 90 ~~835~~

PAY TO THE  
ORDER OF

C.T. CORPORATION SYSTEM 22 2227 2037 \$ 438.00

Four hundred thirty-eight <sup>00</sup>/<sub>100</sub> DOLLARS

Florida National Bank  
Main Office  
225 Water Street  
Jacksonville, FL 32201

010000157005

FOR INCORP. FEES

⑈000106⑈

⑆063000050⑆01

00 57005⑈

⑈0000043800⑈

593913  
NORTHEAST FLORIDA  
BROADCASTING CORPORATION

102

March 6 19 90 ~~835~~

PAY TO THE  
ORDER OF

Libert Holt 138372359 2119 2202 91 \$ 85.50

Eighty-five <sup>50</sup>/<sub>100</sub> DOLLARS

Florida National Bank  
Main Office  
225 Water Street  
Jacksonville, FL 32201

FOR Postage / Delivery Reimbursement 12/89

⑈000102⑈

⑆063000050⑆01

000000157005⑈

⑈0000008500⑈

*Original Copy*  
*Chaple R. Huntington*

00000004

761

56622206

> 25607277  
Perpetual  
Bank F.I.C.  
2054 Eisenhower  
Ave  
Alexand  
22312  
(703) 834-6123  
25607277

23 APR 90

APR 23 1990  
48366  
EX-113  
113

PAY TO THE ORDER OF  
RIGGS NATIONAL BANK  
CT CORPORATION SYSTEM  
THE CORPORATION TRUST CO.

0009 38782

RIGGS NATL BANK  
1100 VT AVE N.W.  
WASHINGTON, DC 20005  
(202) 521-2413  
L 054026050

AT 12 00

054026050  
274231556 04-20-90  
054026050

*Miller H*

001 41044

AT 12 00

054026050 03-08-90  
054026050

054026050

NORTHEAST FLORIDA  
BROADCASTING CORPORATION

59393

107

August 8

19 90 ~~63-5~~  
630

FILE

PAY TO THE  
ORDER OF

*Lillian Holt*  
*Seventy*

\$ *70*<sup>00</sup>~~xx~~

DOLLARS

Florida National Bank  
Main Office  
225 Water Street  
Jacksonville, FL 32201

1213157005

FOR

*Tele & Franchise tax*

*Lillian Holt*

⑈000107⑈ ⑆063000050⑆01 000157005⑈

⑈0000007000⑈

⑈107⑈ ⑆063000050⑆01 010000157005⑈

⑈0000007000⑈

NORTHEAST FLORIDA  
BROADCASTING CORPORATION

103

April 9

19 90 ~~63-5~~  
630

PAY TO THE  
ORDER OF

*James L. Winston, Jr.*

⑈1213157005⑈

\$ *1,842*<sup>50</sup>~~xx~~

DOLLARS

*Eighteen Hundred forty-two*

Florida National Bank  
Main Office  
225 Water Street  
Jacksonville, FL 32201

010000157005

FOR

*Retainer fee payment*

*Lillian Holt*

⑈000103⑈ ⑆063000050⑆01 0157005⑈

⑈0000184200⑈

NORTHEAST FLORIDA  
BROADCASTING CORPORATION

P22 T3200 10649410

0433548

105

April 9,

19 90 ~~63-5~~  
630

PAY TO THE  
ORDER OF

*The Florida Times-Union*

\$ *253*<sup>44</sup>~~xx~~

DOLLARS

*Two Hundred fifty-three*

Florida National Bank  
Main Office  
225 Water Street  
Jacksonville, FL 32201

010000157005

FOR

*Public Notice (#433898)*

*Lillian Holt*

⑈000105⑈ ⑆063000050⑆01 0157005⑈

⑈0000025344⑈

William Hays

1145045

05-09-90 05-09-90 05-09-90

05-09-90 05-09-90 05-09-90

1145045 NBW23 311A 1352AP23'90 148 \$1,842.00DOP

05-09-90 05-09-90 05-09-90

05-09-90 05-09-90 05-09-90

05-09-90 05-09-90 05-09-90

260000450  
PC-000012

404 62566

FUNB-FL JAX FL 19-APR-1990 X0630000021K

05-09-90 05-09-90 05-09-90

10644410

19-APR-1990

11330745

MAY TO THE ORDER OF  
FUNB-JAX, FL  
JUN 18 1990  
THE FLORIDA TIMES-UNION  
DIVISION OF  
FLORIDA PUBLISHING CORPORATION  
Acct. No. 11500190056

NORTHEAST FLOP  
BROADCASTING CORPORATION

111

February 19 91 ~~635~~  
~~630~~

PAY TO THE ORDER OF Robin Winston Drake 445340877 2025 2331 OP \$ 450.00  
Four Hundred Fifty DOLLARS

Florida National Bank  
Main Office  
225 Water Street  
Jacksonville, FL 32201

FOR Loan "000110" 12131570057 "0000045000"

063000021 12131570057 "0000045000"

NORTHEAST FLORIDA  
BROADCASTING CORPORATION

110

PAY TO THE ORDER OF Lillian Holt 273513105 8024 8024 OP \$ 125.00  
One Hundred twenty-five DOLLARS

Florida National Bank  
Main Office  
225 Water Street  
Jacksonville, FL 32201

FOR Loan 063000021 12131570057 "0000012500"

"000110" 063000021 12131570057 "0000012500"

NORTHEAST FLORIDA  
BROADCASTING CORPORATION

109

PAY TO THE ORDER OF Lillian Holt 124105301 8027 8028 OP \$ 50.00  
Fifty DOLLARS

Florida National Bank  
Main Office  
225 Water Street  
Jacksonville, FL 32201

FOR Loan 063000021 12131570057 "0000005000"

063000021 12131570057 "0000005000"

490.571.7

Allen 189

000150419

063000021

FEB 14 1991

63-2

216744  
CENTRIFUGAL  
PUMP  
1000/8734

DEC 11 30

**DEC 12 1990**

**63-2**

000040077

056007387  
02/13/91

2004

FB 91 15

1964 RELEASE UNDER E.O. 14176

063  
00021

2/25/51

DE '90' 13

030 01 00944

**FUND-FL**

00021-  
B631

OCT 26 1990

63-2

▶063 000 921▶

8324 11th Ave. S. DOWNS  
JACKSONVILLE, FL  
32006-2701

[illegible]

124106201

OT 90 29

FOUR-PL  
 ASPEN BAYVIEW DRIVE  
 JACKSONVILLE, FLORIDA

00021

12240200



NORTHEAST FLORIDA  
BROADCASTING CORPORATION

114

PROCESSED 030591 000091 112

March 3 1991 ~~63-5~~  
~~830~~

PAY TO THE  
ORDER OF

ATTY James L. Winston

\$20,000.00

Twenty Thousand ~~00~~ DOLLARS

Florida National Bank  
Main Office  
225 Water Street  
Jacksonville, FL 32201

FOR Retainer Fee

*William Hef*

⑈000114⑈

⑈0002000000⑈

063000021

12131570057

⑈0630⑈0002⑈

12131570057⑈

⑈0002000000⑈

~~04430-04-53-744 A-12~~  
~~4316 6115 2117 3001~~

~~21K 5162 2126~~

115

NORTHEAST FLORIDA  
BROADCASTING CORPORATION

March 3 1991 ~~63-5~~  
~~830~~

PAY TO THE  
ORDER OF

Continental Airlines

\$16 ~~24~~

Sixteen ~~24~~ DOLLARS

Florida National Bank  
Main Office  
225 Water Street  
Jacksonville, FL 32201

Same Day Delivery Winston Quick-PACK

*William Hef*

⑈000115⑈

⑈0000001624⑈

063000021

12131570057

317495

112

NORTHEAST FLORIDA  
BROADCASTING CORPORATION

February 3 1991 ~~63-5~~  
~~830~~

PAY TO THE  
ORDER OF

Clyde Barker

\$150.00

One hundred fifty ~~00~~ DOLLARS

Florida National Bank  
Main Office  
225 Water Street  
Jacksonville, FL 32201

FOR

*William Hef*

⑈000112⑈

⑈0000001500⑈

063000021

12131570057

MASTEN, J. L. BANK  
WASH., D.C. 20005-10  
056001259

*For Deposit Only*  
#490-571-2

056007387

03/09/91 05-07-91

02003981

MR 91 03  
00021 0630  
00000 12000

DUMMY ACCOUNT

MAR 07 1991

63-2

021  
BANK

056000047 2140037860 001 001010  
HARNETT JAK-JAK FL 800-8239448  
03 150921 03-03 0410X083000047X

DUMMY ACCOUNT

MAR 07 1991

63-2

080791 2 016 01 00044 1.000000000  
001222490744 P01

Account No. 214-00-3786-0  
BANK # 379 LOCATION 426-1  
8 9 8 2 1

PA  
OF  
FO

FEB 91 13

056001079

SAVINGS BANK  
PERPETUAL  
FOR DEPOSIT ONLY  
FEB 13 1991

ATM No. 1490

DUMMY ACCOUNT

FEB 14 1991

63-2

PA  
OF  
FO

000000000

000000000

NORTHEAST FLO. A  
BROADCASTING CORPORATION

117

PAY TO THE ORDER OF Delaware Secretary of State FILE 19 91 ~~835~~

PAY TO THE  
ORDER OF

\$ 50.00

DOLLARS

Florida National Bank  
Main Office  
225 Water Street  
Jacksonville, FL 32201

149530153 834113400 03 04-19-91

FOR Franchise Fee File No. 2215970 2

⑈000117⑈

⑈0000005000⑈

063000021 12131570057

⑈000117⑈ ⑈0630⑈0002⑈ ⑈12131570057⑈

⑈0000005000⑈

NORTHEAST FLORIDA  
BROADCASTING CORPORATION

116

PAY TO THE  
ORDER OF

C. T. Corporation System

FILE

\$ 205.00

DOLLARS

Two Hundred Five 00/100

Florida National Bank  
Main Office  
225 Water Street  
Jacksonville, FL 32201

FOR Annual Corp Fee

⑈000116⑈

⑈00000020500⑈

063000021 12131570057

⑈000116⑈ ⑈0630⑈0002⑈ ⑈12131570057⑈

⑈00000020500⑈

NORTHEAST FLORIDA  
BROADCASTING CORPORATION

113

PAY TO THE  
ORDER OF

Federal Communications Commission

March 3, 19 91 ~~835~~

\$ 6,760.00

DOLLARS

Six thousand seven hundred sixty 00/100

Florida National Bank  
Main Office  
225 Water Street  
Jacksonville, FL 32201

FOR Comparative Hearing Fee

⑈000113⑈

⑈0000676000⑈

063000021 12131570057

⑈0630⑈0002⑈ ⑈12131570057⑈

⑈0000676000⑈

⑈063000021⑈

⑈12131570057⑈

⑈0000676000⑈

CREDIT TO  
ACCOUNT OF  
WITHIN NAMED  
PAYEE  
NAMES  
WITHIN

DUMMY ACCOUNT

APR 19 1991

0630-0015-9  
149530152 04-19-91

AP 91 18  
CITIZENRY BANK  
NEW CASTLE, DELAWARE

63-2

10249223

22-APR-1991

063102152

DUMMY ACCOUNT

APR 15 1991

63-2

AP 91 12  
CHEMICAL BANK  
55 WATER ST.  
N.Y.C., N.Y.

15-APR-1991

0630-0015-9  
149530152 04-19-91

DUMMY ACCOUNT

MAR 07 1991

63-2

12-235-1780  
CREDIT TO ACCOUNT OF  
WITHIN NAMED PAYEE  
WITHOUT PREJUDICE; ABSENCE  
OF ENDORSEMENT GUARANTEED  
MELLON BANK - 3 MBC PENL, PA.

043000261  
0300-0019-9  
2121716 03-07-91

MR 91 08

0630  
00021

063001021  
1700007390

001022900876 F01-R09

F01-R09  
>0630000021<

# RUBIN, WINSTON, DIERCKS & HARRIS

ATTORNEYS AT LAW

1730 M STREET, N.W.

SUITE 412

WASHINGTON, D.C. 20036

(202) 861-0870

FAX: (202) 429-0657

Lillian Holt  
Northeast Florida Broadcasting Corp.  
7235 Sharbeth Drive South  
Jacksonville, FL 32210

Invoice No. 1080  
OCTOBER 28, 1991  
File # NEFLA-0001

ACCOUNTS RECEIVABLE BALANCE FORWARD \$17,052.55

CREDITS ISSUED AS OF 10/25/91 \$0.00

For professional services rendered from September 1 - 30, 1991

RE: General Legal Services

## PROFESSIONAL SERVICES

09/04/91	JLW	Conversation with D. Honig re: settlement.	0.30
09/07/91	JLW	Prepared Motion to Reopen the Record and Admit Ex. 4; reviewed transcript.	2.10
09/18/91	JLW	Prepared Petition to Enlarge Issues against Peaches.	4.00
09/19/91	DPB	Edited Petition to Enlarge Issues against Peaches.	1.10
09/19/91	JLW	Prepared Motion to Enlarge Issues against Peaches.	1.00

TOTAL FEES 1,802.50

## DISBURSEMENTS

09/30/91	JLW	Long Distance Telephone (MCI)	1.05
09/30/91	JLW	Courier Services	18.25
09/30/91	JLW	Xerox	198.50
09/30/91	JLW	Postage	17.24
09/30/91	JLW	Meals during hearings	51.80

TOTAL DISBURSEMENTS 286.84

TOTAL STATEMENT \$2,089.34

ACCOUNTS RECEIVABLE FORWARDED \$17,052.55

TOTAL ACCOUNT NOW DUE \$19,141.89

CERTIFICATE OF SERVICE

8th PH

I, David Honig, this 1st day of November, 1991, hereby certify that I have caused to be placed in U.S. First Class Mail, postage prepaid, the foregoing "Joint Petition for Approval of Settlement Agreements" addressed to the following:

Hon. Edward Luton  
Administrative Law Judge  
Federal Communications  
Commission  
2000 L Street N.W.  
Washington, D.C. 20554

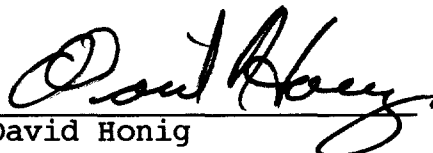
Y. Paulette Laden, Esq.  
FCC Hearing Branch  
2025 M Street N.W. #7212  
Washington, D.C. 20554

Charles Cecil White  
and Dianna White d/b/a  
White Broadcasting  
Partnership  
707 Newport Street  
Macclenny, FL 32063

Arthur V. Belendiuk, Esq.  
Smithwick & Belendiuk  
2033 M Street N.W.  
Washington, D.C. 20036  
Counsel for Johnson

James L. Winston, Esq.  
Rubin, Winston, Diercks  
& Harris  
1730 M Street N.W. #412  
Washington, D.C. 20036  
Counsel for Northeast

Avelino G. Halagao, Esq.  
7799 Leesburg Pike #900  
Falls Church, VA 22043  
Counsel for JEM

  
David Honig

Clyde E. Gurley  
5018 Iowa Avenue, N.W.  
Washington, D.C. 20011  
(202) 829-6924

December 14, 1989

To: Ms. Lillian Holt  
Northeast Florida Broadcasting Corp.  
7235 Sharbeth Drive S.  
Jacksonville, Florida 32210

Re: FM Application for  
Baldwin, FL

Professional Services:	\$3000.00
Total Expenses:	\$ 682.47
Total Due:	\$3682.47
Retainer:	\$ 0.00
Balance Due:	\$3682.47

-- BALANCE DUE WHEN BILLED --

MAKE CHECKS PAYABLE TO CLYDE E. GURLEY

CLYDE E. GURLEY - Telecommunications Consultant